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Attorney for  
MOSHE SHRAM and HANNA SHRAM

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Debtors.

Chapter 11 Case No. 08-13555 (JMP)

(Jointly Administered)

RESPONSE TO NOTICE OF HEARING ON  
DEBTORS' THREE HUNDRED THIRTY-FIFTH  
OMNIBUS OBJECTION TO CLAIMS  
(INVALID OR NO BLOCKING NUMBER LPS  
CLAIMS)

Jonathan Schwartz under penalty of perjury declares as follows:

My name is Jonathan Schwartz. I am an attorney admitted to practice before all State courts in the State of California, the U.S. District Court, Central District of California, and in the District of Columbia (inactive). My practice is limited to securities regulatory defense, and a variety of claims and disputes within the securities industry.

I am making this declaration in support of my opposition to Debtors' Three Hundred Thirty-Fifth Omnibus Objection to Claims (Invalid or no Blocking Number LPS Claims). On February 12, 2009 I was retained by Moshe and Hanna Shram to bring a claim seeking rescission against Israel

Discount Bank of New York based upon its sale to my clients of a Lehman Brothers note in the face  
1 amount of \$750,000. The Lehman Securities Programs Proof of Claim form was prepared by me  
2 personally, in this office.

3 At some point in mid-October I contacted the attorney for Israel Discount Bank of New York,  
4 (Allan N. Taffet of the Law Firm of Duval & Stachenfeld LLP), and asked him to provide to me the  
5 information I needed to respond to items 3 and 4 of the Lehman Securities Programs Proof of Claim  
6 form, the Clearstream Bank Blocking Number. After some delay, Mr. Taffett told me that the client  
7 would refuse to provide me with this information even though, as to item 3, the Form states that the  
8 providing of this information by the claimant is "required." I took that to mean that my Proof of Claim  
9 might very well be defective and consequently would be dishonored, if I did not have the information  
10 required by item 3. Relations between my office and Mr. Taffet had not been good and I had no idea  
11 where I could obtain the necessary information if not from Mr. Taffet since I was ethically unable to  
12 contact his client, Israel Discount Bank of New York. Subsequently, I attempted, unsuccessfully, to  
13 obtain the necessary information from various sources and Mr. Taffet and I continued to exchange  
14 correspondence and telephone calls, in which he repeatedly refused to help. It then became clear to me  
15 that time was running out and more or less as an act of desperation I provided in response to items 3  
16 and 4 of the Proof of Claim the following, phrase, which Mr. Taffet told me to use: "Contact Israel  
17 Discount Bank of New York, 511 Fifth Avenue, New York, NY 10017." This was done, and the Form  
18 sent on October 29, 2009.

19 I will say that I had no idea that Mr. Taffet would withhold information which I needed to  
20 make the bankruptcy claim and I was appalled when he did so. Many things which I describe in this  
21 document were happening more or less at the last minute and there was a sense of panic in that my  
22 adversary appeared to be deliberately attempting to sabotage my effort to file. I ask that the Court  
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consider the matters recited herein to make out an instance of mistake and excusable neglect, and  
1 specifically that the delay arose as a result of my being unable to obtain information which appeared to  
2 be necessary to make the claim. The Court is asked to overrule the objection of the Debtor to the claim  
3 of Mr. and Mrs. Shram.

4 Signed this 10th day of August, 2012 at Marina del Rey, California.

6 /s/Jonathan Schwartz  
7 JONATHAN SCHWARTZ